

CAMDEN COUNCIL #10 - TOWNSHIP OF GLOUCESTER

Camden

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11/78 - 12/31/80

AGREEMENT BETWEEN
TOWNSHIP OF GLOUCESTER

AND

CAMDEN COUNTY COUNCIL #10 N.J.C.S.A.

PREAMBLE

This agreement entered into by the Township of Gloucester, County of Camden, hereinafter referred to as the "Employer" and Camden Council #10, New Jersey Civil Service Association, hereinafter referred to as the "Representative", has as its purpose the promotion of harmonious relations between the Employer and the Representatives; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I

RECOGNITION

Section 1 - The Township of Gloucester recognizes the Council as being the bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all of its employees listed in the classifications listed in Appendix A as the parties may later agree to include. This recognition, however shall not be interpreted as having the effect of, or in any way abrogating the rights of employees as established under laws of 1968, Chapter 303.

ARTICLE II

CHECK OFF

Section 1. The Employer agrees to deduct monthly, the Council's monthly membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to Finance Director, Township of Gloucester by the Financial Secretary of the Council together with a list of the names of all employees for whom the deductions are to be made. The aggregate deductions of all employees shall be remitted to the Financial Secretary of the Council with a list of the names of all employees for whom the deductions were made by the 10th day of the succeeding month after such deductions are made. The revocation of this authorization shall be in writing in duplicate, one to be sent to Council #10 and one copy to the Finance Director, Gloucester Township and further, in accordance with the provisions of applicable statutes as presently existing or as may be amended.

ARTICLE III
WORK SCHEDULES

Section 1. The regular scheduled work week shall consist of five (5) consecutive days, Monday through Friday, inclusive, 8:30 AM to 4:30 PM (35 hours). Employees on a rotation schedule to work eight hours per shift, but no more than 40 hours in a pay period (7 days) for that rotation schedule.

Section 2. The regular starting or quitting time of work shifts will not be changed without reasonable notice of the affected employee and without first having discussed such change and the needs for same with Council #10.

Section 3. All employees covered by this Agreement shall receive a salary predicated on the appropriate hourly rate for their title multiplied by the actual number of hours that comprise their scheduled work week.

ARTICLE IV

OVERTIME

Section 1. Overtime refers to any time worked beyond the regular hours of duty, and is granted only when an employee is ordered to work by a supervisor.

Section 2. Time and one half the full time employee's regular rate of pay shall be paid for work under any of the following conditions:

- (a) All work performed in excess of the employee's regular hours of duty in any one day.
- (B) All work performed in excess of the employee's regular hours of duty in any one week. Hours which time and one half or double time is paid shall not be included in the base weekly hours.
- (c) All work performed on Saturday.

Section 3. Double time the full time employee's regular hourly rate of pay shall be paid for work under any of the following conditions:

- (a) For Sundays, when so directed by a superior.
- (b) For Holidays, in addition to the Holiday pay, when so directed by a superior.

Section 4. Employees who must return to work to cover municipal offices which must maintain evening hours such as the municipal tax office and municipal court shall be paid at the rate of straight time for all work in excess of the normal seven hour day.

ARTICLE IV CONT

Section 5. (a) Overtime work shall be distributed as equally as possible among employees within the same classification, within the department and who have been given a reasonable notice (2 hours) of overtime to be worked, except in cases of emergency.

(b) Overtime, outside of the department, shall be distributed as equally as possible, according to seniority, and provided the employee has the skill to perform such overtime work out of title classification.

(c) A Double Back will be defined as 8 hours work, 8 hours off, and 8 hours work within a 24 hour period. A Police Radio Dispatcher will receive a rate of time and one half of their regular pay for the second eight hours of work. The 24 hour period in this example shall not necessarily define one calendar date.

Section 6. Overtime shall be paid currently, or at least no later than the second pay period after overtime was served.

Section 7. Rotating Shifts-Police Radio Dispatchers Overtime is to be paid the employee for work performed in excess of 40 hours per week at the rate of time and a half. Overtime to be paid the employee for work performed in excess of 8 hours in any one day at the rate of time and a half. Double time will be paid on the seventh consecutive day of work or on a Sunday, if it is a scheduled day off. All over time to be granted only when an employee is ordered to work by a supervisor.

ARTICLE V
CALL IN TIME

Section 1. Any employee who is requested and returns to work during periods other than his regularly scheduled shift shall be paid time and one half for such work and be guaranteed not less than four (4) hours pay, regardless of the number of hours actually worked.

ARTICLE VI
RATES OF PAY

Section 1. The pay scales for all employees covered by this Agreement shall be set forth in the Schedules attached. New or additional employees hired during the term of this contract shall be governed by the pay scale as set forth in the appropriate schedule.

Section 2. Rates of compensation provided for in This Agreement are fixed on the basis of full time service in a full time position. If any position is, by action of the Employer, established on a basis of less than full time service, or if, with the approval of the Employer the incumbent of any full time position is accepted for employment on a part time basis only, the rate of compensation provided for the position, (unless otherwise stated) shall be proportionately reduced in computing the rate of compensaion payable for part time service.

Section 3. An employee who is required to work in a higher paid classification than his own shall be approved for such work after he has performed said work for three (3) consecutive weeks, spending at least 50% of his time on the higher paid job. An employee must be notified in writing by the Township Manager. Copy of such notification is to be forwarded to the Payroll Department. The employee will be paid at the first salary level of the higher grade position. However, if the salary is higher than the minimum of the higher grade position then they will receive the increment of the higher paid classification added to their base pay but not to exceed the salary of the incumbant employee.

PAY SCHEDULE CONT

Section 2. - The range levels of salary in Section 1 above are hiring levels for the listed position. Each applicant will be considered on past experience and training for the specific title. If a vacancy is to be filled, the Township will determine the demands of the position in regard to years of experience and know how in the specific position and may wright the Townships needs and the applicants qualifications when determining a hiring level above the first level. Wherever possible, The Township shall seek to promote from within the ranks of present employees.

(b) As of January 1, 1978 the rate to be applied to the December 31, 1977 salary rate will be \$693.

(c) As of January 1, 1979 the rate to be applied to the December 31, 1978 salary rate will be \$749.

(d) As of January 1, 1980 the rate to be applied to the December 31, 1979 salary rate will be \$808.

ARTICLES VII

INSURANCE

Section 1. There shall be no change in the Group Hospital Medical Plan presently maintained and paid by the Employer on behalf of the employees except in the case of a new plan that is equivalent or better. Such change, if any, shall be discussed with Council #10 before implementation.

Section 2. When an employee or spouse reaches age 65 and has his Hospital Plan supplemented by Medicare, the employer will reimburse the employee for the cost of the Medicare Plan.

Section 3. The Employer agrees to provide health insurance as a supplement to Medicare for Township employees with 20 or more years of service.

Section 4. The Township agrees to carry its present Blue Cross, Blue Shield, Rider J, and Major Medical coverage at no cost to the employees.

Section 5. The Township of Gloucester agrees to continue a dental plan for Township employees adopted January 1, 1976 covering the employee, his or her spouse and dependents.

ARTICLE VIII

SICK LEAVE WITH PAY

Section 1. Permanent employees in the Township service shall be entitled to the following sick leave of absence with pay:

- (a) One working day sick leave with pay, for each month of service from the date of permanent appointment up to and including December 31st next following such date of appointment, and 17 days sick leave with pay for 1978, 18 days sick leave with pay thereafter. Part-time permanent employees shall be entitled to sick leave on a prorated basis. If any employee requires none or a portion only of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his credit from year to year, and he shall be entitled to such accumulated sick leave with pay if and when needed. Sick leave will not be advanced. Sick leave for purposes herein, is defined to mean absence of any employee from duty because of personal illness by reason of which such employee is unable to perform the usual duties of his position, exposure to contagious disease, or a short period of emergency attendance upon a member of his immediate family critically ill and requiring the presence of the employee.

ARTICLE VIII CONT

- (b) If any employee is absent for three (3) consecutive working days for any reasons set forth in the above rule, the Township shall require acceptable evidence on the form prescribed. The nature of illness and length of time the employee was or will be absent be stated on a Doctor's Certificate.
- (c) An employee who does not expect to report for work on any working day because of personal illness or for any of the reasons included in the definition of sick leave set forth above shall notify the appropriate office by telephone or personal messenger by 9:15 A.M. Failure to do so could result in a loss of pay for the period of absence.
- (d) Sick leave claimed by reason of quarantine or exposure to contagious disease may be approved on the certification of the Local Health Department.
- (e) The Total years of service after appointment of an employee in the classified Civil Service shall be considered in computing accumulated sick leave due and available, and shall be granted and governed in accordance with prevailing Civil Service regulations during this agreement.
- (f) Full-time temporary Employees in the Township shall be entitled to sick leave in the same amount and for the same reasons as provided for permanent employees.

ARTICLE VIII CONT

Section 2. Immediate family is herein defined:

Mother and Father

Mother-in-law and Father-in-law

Brother and Sister

Spouse

Children or Foster Children of the employee

Grandmother and Grandfather

ARTICLE IX

LEAVE OF ABSENCE

Section 1. Leaves of Absence for permanent employees shall be granted as provided in Civil Service Statutes and rules and regulations except as otherwise set forth herein.

Section 2. Military Leave of Absence - A permanent employee who enters upon active duty with military or naval service in time of war or emergency shall be granted a leave of absence without pay for the period of such service and three months thereafter, and as further prescribed in Rule 4:1-17.3 of Civil Service Rules and Regulations.

Section 3. Emergency and Special Leave - Employees shall be given time off without loss of pay notwithstanding monies paid from other sources when:

- (a) Performing Jury Duty
- (b) Commanded to appear as a witness and not a party before a court, legislative committee or judicial or quasi-judicial body,
- (c) Performing emergency civilian duty in relation to National Defense or other emergency when so ordered by the Governor or the President.

Section 4. Any employee, not to exceed three, employees, who is a duly authorized representative of the organizations listed in N.J.S.A. 38:23-2 and as spelled out in Title 40 and any amendment thereto shall be granted a leave of absence with pay for the purpose of traveling to and from and attending any state or national convention of said organization, not to exceed five days in any calendar year. Reasonable advance notice to the employee is required.

ARTICLE IX CONT

Section 5. Employees returning from authorized leave of absence as set forth herein will be restored to their original classification at the then appropriate rate of pay, with no loss of seniority, or other employees rights, privileges, or benefits.

Section 6. Leaves of Absence with pay: A leave of absence with pay up to three (3) days, shall be granted an employee desiring such leave because of a death in the immediate family as herein defined:

- (a) Mother or Father
- (b) Mother-in-law or Father-in-law
- (c) Grandmother or Grandfather
- (d) Brother or Sister
- (e) Brother-in-law or Sister-in-law
- (f) Spouse
- (g) Children or Foster Children of Employee

Section 7. All Full Time Employees shall be entitled to three (3) days personal leave days each, one for every four months of employment up to the first year of employment, and three for all employees with one or more years of service, for necessary important reasons. Requests for personal leave must be submitted to the Employer for approval, which approval shall not be unreasonably withheld, at least three (3) days in advance of the leave day (s) sought. Said personal leave may not be accumulated, nor is it payable upon separation or termination.

Section 8. Maternity leave may be granted up to one year provided that the leave is made in writing to the Department Head and/or Municipal Manager. The leave, if granted shall be without pay,

ARTICLE IX CONT

however, the employee has the right to charge any vacation, sick days or any other days coming to the employee to the maternity period.

ARTICLE X

FRINGE BENEFITS

Section 1. Any employee who is disable so as to be physically unfit for duty as a result of or arising out of his employment shall be granted during the period of temporary disability a leave of absence with pay. Any amount of salary or wages paid or payable to any employee for disability leave shall be reduced by the amount of Workmen's Compensation award under the New Jersey Workmen's Compensation Act for temporary disability with no charge against accrued sick leave or vacation time. Such leave shall not be granted beyond one (1) year from the date of injury or illness.

Section 2. (a) Severance Pay: There shall be paid as a part of the salary for persons in the classified service who have been employed by the Township and who terminated their employment involuntarily. Who has passed away while in the Township's employment or have their jobs abolished for purposes of economy and their employment terminated, excluding disciplinary actions, in addition to their normal salary or wage, an additional sum which will be based on the number of years of service and at the said regular rate then existing for the title and increment level of such persons according to the following schedules:

1 year but less than 4 years	= 1 full week's pay
5 years but less than 9 years	= 3 full week's pay
10 years but less than 19 years	= 4 full week's pay
20 or more years	= 5 full week's pay

ARTICLE X
FRINGE BENEFITS

- (b) Upon retirement from service to the Township of Gloucester, in addition, to the schedule as set forth in section 2 (a) of this ARTICLE, the employee shall receive fifty percent (50%) of his accumulated sick time as additional severance pay, said payment not to exceed \$12,000.00.
- (c) An employee who dies with 10 or more years of service to the Township shall be entitled to payment to his estate of fifty percent (50%) of his accumulated sick time not to exceed \$12,000.00.

Section 4. Employees required to travel on authorized, necessary Township business and who are required to use their personal vehicle shall be re-imbursed at .15 cents a mile plus out of the pocket expenses provided no Township car is available.

Section 5. The Employer shall provide the following uniforms for Police Radio Dispatchers:

- (a) 3 skirts or pants
- (b) 6 shirts

Section 6. Longevity pay will be granted annually on or about December 1st in a separate check to all employees covered by this Agreement who have completed at least five (5) full years of continuous full-time service as of December 31st, or have completed the proper number of additional years for additional payment, as per the following schedule:

From 5 to 9 years of service	=	2 % of annual base pay
From 10 to 14 years of service	=	3 % of annual base pay
From 15 to 19 years of service	=	4 % of annual base pay
For 20 years of service	=	5 % of annual base pay

(b) If any employee leaves the service of the Township in good standing such employee will receive longevity pay based on their length of service prorated. The aforesaid percentages are payable each year of this Agreement.

ARTICLE XI

SENIORITY

Section 1. Seniority is defined as an employee's total length of service with the employer, beginning with his original date of hire.

Section 2. An employee having broken service with the employer (as distinguished from a leave of absence) shall not accrue seniority credit for the time when he was not employed by the Employer.

Section 3. If a question arises concerning two or more employees who were hired on the same date the following shall apply: If hired prior to the effective date of this Agreement, Seniority preference among such employees shall be determined by the order in which such employees are already shown on the Employer's Payroll records, first name, first preference, etc. For employees hired on the same date subsequent to the effective date of this Agreement, preference shall be given in alphabetical order of the employee's last name.

Section 4. The employer shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification and pay rate and shall furnish copies of same to the Representative upon request.

Section 5. Except where New Jersey Civil Service statutes require otherwise, in cases of promotions, demotions, layoff, recalls, vacation schedules and other situations where substantial employee advantages are concerned, an employee with the greatest amount of seniority shall be given preference provided he has the ability to perform the work involved.

Section 6. Provisions and benefits of this contract shall apply to all full time Council 10 members. Seniority and other rights which arise out of this contract shall not be construed to cover C.E.T.A. program employees.

ARTICLES XII

HOLIDAYS

Section 1. The following are recognized paid holidays:
New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Lincoln's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, General Election Day, and the Friday after Thanksgiving, 1978, 1979, and 1980.

Section 2. Holidays which fall on a Saturday shall be celebrated on the preceding Friday. Holidays that fall on Sunday shall be celebrated on the following Monday. Holidays which fall within an employee's vacation period shall be celebrated at the employee's option, either immediately before or following his vacation period.

Section 3. It is understood that there shall only be one day of celebration in the event a holiday is celebrated on a day other than the actual day of said holiday, and no additional day shall be received because of the adjustment on the day of celebration. This shall not apply to Lincoln's or Washington's Birthdays which shall be celebrated as two distinct holidays and not only President's day.

Section 4. When the Township, Governor of the State of New Jersey or the President of the United states, declares a day off for all the Township employees, in addition to those set forth above, those who are required to work on such holidays shall be given a compensatory day at a later date.

ARTICLE XIII

VACATIONS

Section 1. Permanent full time employees in the Township's Service shall be entitled to the following annual vacations with pay:

(a) Years of Service

Date of Employment to 1 year	1 day per month of service
1 year to 4 years	14 days per year
5 years to 9 years	17 days per year
10 years to 14 years	24 days per year
15 years to retirement	30 days per year

(b) Any employee with less than one year of service shall not take any vacation days accrued until at least six months of service has passed.

(c) Temporary full-time employees shall be entitled to vacation leave to the same extent such leave is provided for permanent employees. Permanent part-time employees shall receive vacation leave on a prorated basis, in accordance with the above schedule.

Section 2. Where in a calendar year the vacation leave or any part thereof is not used, such vacation periods shall accumulate and shall be granted during the next succeeding calendar year only. Vacation leave shall not be advance.

ARTICLE XIV

SAFETY AND HEALTH

Section 1. The employer shall at all times maintain safe and healthful working conditions, and will provide employees with any wearing apparel, tools or devices reasonably necessary in order to insure their safety and health.

Section 1. In the case of an emergency, affecting employees covered by this agreement, declared by local police authorities, it shall be the Employers duty to notify all Department Heads as soon as possible with respect to an appropriate course of action.

ARTICLE XV
EQUAL TREATMENT

Section 1.. The employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, marital status, political affiliation, Union membership or activities.

Section 2. The Employer may establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced.

Section 3. The employee shall have the right to inspect his personnel file on reasonable notice and the township agrees to notify the employee if any material discriminatory to the employee is placed in his personnel file.

Section 4. The personnel rules of Gloucester Township shall be made a part of this contract as amended between the Township and Council #10.

ARTICLE XVI

STRIKES AND LOCKOUTS

Section 1. In addition to any other restriction under the Law, the Council will not cause a strike or work stoppage of any kind nor will any employee take part in a strike, intentionally slow down in the rate of work, or in any manner cause interference with or stoppage of the Employer's work, provided the Employer follows the Grievance Procedure for which provision is made herein and the Employer shall not cause any lockout.

Section 2. If either of the parties or if any person violates this section then such parties or person shall be responsible for any damages resulting as a matter of consequence of such action and such damage may be recovered by appropriate action instituted in the County Court of Camden County or the Superior Court Law Division, Camden County.

ARTICLE XVII

GRIEVANCE PROCEDURE

Section 1. Any grievance or dispute that might arise between the parties in reference to the application of, or the meaning of, or the interpretation of this Agreement shall be settled in the following manner.

Step 1. The aggrieved employee, Grievance Committee or the Representative, at the request of the employee, shall take up the grievance or dispute with the immediate Supervisor within five (5) working days of its occurrence. Failure to act within said five (5) days period shall be deemed to constitute an abandonment of the grievance. The immediate Supervisor shall respond to the employee, grievance committee or representative in writing within five (5) working days.

Step 2. If the grievance is not satisfied, the Employee Grievance Committee or the representative at the request of the employee shall take the grievance or dispute to the Director in charge of the employee's department within five (5) days. Failure to act within the aforesaid five (5) day period shall be deemed to constitute an abandonment of the grievance. The official to whom the grievance is presented shall respond to the Employee Grievance Committee, or representative, in writing within five (5) working days.

Step 3. If the grievance still remains unadjusted, it shall be presented by the Representative, Grievance Committee or employee to the Township Manager in writing within seven (7) working days after the response from the Director of the Township was due.

GRIEVANCE PROCEDURE CONT

The Township Manager shall respond, in writing, to the employee, Representative or Grievance Committee within five (5) working days after the next regularly scheduled Council meeting. If the grievance remains unsettled, The Representative, may elect to pursue further steps, on one hand, described by Steps 4 and 5, or on the other hand by Step 6.

Step 4. If the grievance remains unsettled, the Representative may within fifteen (15) days after the reply of the Township Manager is due, request arbitration, the cost of which shall be borne equally by both parties. A request for arbitration shall be made no later than such fifteen (15) day period, and a failure to file within said time period shall constitute a bar to such arbitration unless the Representative and the Township shall mutually agree upon a longer time period within which to adjust such a demand.

Step 5. With regard to subject matters not involving the expenditure of funds, the arbitration proceedings shall be conducted by an arbitrator to be selected by the employer and the Representative, within seven (7) days after notice has been given. If the parties fail to agree upon an arbitrator the State Mediation Service shall be requested by either or both parties to provide a panel of five arbitrators. Both Employer and the Representative shall have to strike two names, from the panel. The Representative shall strike the first name; the Employer shall then strike another name, etc., and the name remaining shall be the arbitrator. The Arbitrator shall restrict his inquiry to the standards established by this Agreement.

GRIEVANCE PROCEDURE CONT

The findings of the arbitrator shall be binding on both parties. The arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

Step 6. If the grievance still remains unsettled, the Representative may within fifteen (15) days after the reply of the Employer is due with notice to the Mayor of the Township of Gloucester, take those further steps permitted pursuant to rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 303, Laws of 1968

Section 2. The Representative will notify the Employer in writing of the name of the employee who is designated by the Representative to represent employees under the grievance procedure. The employee so designated by the Representative will be permitted to confer with other representatives, employees and with Employers representatives regarding matters of employee representation, during working hours without loss of pay for periods not in excess of three (3) hours per week in any calendar week.

Section 3 Agents of the Representative, who are employees of the Township of Gloucester, will be permitted to visit with employees during working hours at their work stations for the purpose of discussing Representative representation matters, as long as there is no undue interference with the Employer's work.

ARTICLE XVIII

TERMINATION

Section 1. This agreement shall be effective as of the 1st day of January 1978 and shall remain in full force and effect until the 31st day of December 1980. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred & . twenty(120) days prior to the anniversary date, that it desires to modify the Agreement. In the event such a notice is given, negotiations shall begin not later than ninety (90) days prior to the anniversary date. This Agreement shall remain in force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

Section 2. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than thirty (30) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceeding paragraph.

Section 3. Any changes, modifications, or amendments of any one part of this contract shall not cause a change, modification or amendment in any part unless expressly so stated, and this Agreement shall continue in full force and effect. This writing contains the entire Agreement between the parties and shall not be changed,

ARTICLE XVIII CONT

enlarged, diminished, or modified in any way without express written approval of both parties.

TOWNSHIP OF GLOUCESTER

BY John Hunter
MAYOR

BY William W. [unclear]
MANAGER

CAMDEN COUNCIL #10 N.J.C.S.A.

BY Nicholas V. DiStante
PRESIDENT

BY Susan M. Fleming
TRUSTEE

BY Joseph A. Conn
ATTORNEY, CAMDEN COUNCIL 10

DATE 12 APRIL 1978

APPENDIX A

Accountant
Account Clerk, Typing
Administrative Assistant
Assistant Assessor
Assistant Building Inspector
Assistant Municipal Clerk
Bookkeeping Machine Operator
Clerk
Clerk Stenographer
Clerk Typist
Deputy Municipal Court Clerk
Municipal Court Clerk
Payroll Supv & Personnel Clerk
Plumbing and Heating Inspector
Police Radio Dispatcher
Police Records Clerk, Typing
Principal Tax Clerk
Purchasing Assistant, Typing
Senior Bookkeeping Machine Operator
Senior Clerk Stenographer
Senior Clerk Typist
Senior Community Relations Aide
Senior Police Records Clerk, Typing
Senior Welfare Interviewer
Tax Clerk
Telephone Operator
Zoning Officer